

**SCOUT SLEEPOVER PERMIT**

**THIS PERMIT**, by and between **MONROE COUNTY AIRPORT AUTHORITY**, a New York public benefit corporation, with offices at 1200 Brooks Avenue, Rochester, New York 14624 (the “Authority” or “Permitor”) and \_\_\_\_\_, with its principal office and place of business located at \_\_\_\_\_ (“the Permittee”).

**WITNESSETH:**

**WHEREAS**, the Permittee is desirous in using the property known as the International Arrivals Hall at the Greater Rochester International Airport at 1200 Brooks Avenue, Rochester, New York (“Property”) for a Girl/Boy Scout Sleepover; and

**WHEREAS**, the Authority is willing to make this Property available to Permittee for the purpose of a Girl/Boy Scout Sleepover; and

**WHEREAS**, the Administrative Director of the Authority is authorized to execute this Permit.

**NOW, THEREFORE IN CONSIDERATION** of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The Authority hereby grants to the Permittee a permit and the right to enter upon and use the Property known as the International Arrivals Hall from Friday at 5:30 p.m. on \_\_\_/\_\_\_/\_\_\_ until Saturday at 11:00 a.m. on \_\_\_/\_\_\_/\_\_\_.
2. Permittee’s right to use the Property shall be solely for the purpose and the special event described below:
  - A. Girl/Boy Scout Sleepover
  - B. Estimated number of people involved: \_\_\_\_\_
  - C. Permittee desires to bring in the following equipment, props, special effects, furnishings, etc. \_\_\_\_\_
  - D. Permittee requests the Authority to furnish the following: \_\_\_\_\_  
\_\_\_\_\_
3. The Permittee shall not use equipment, furnishings or engage in any other special effects or activities not described above.
4. The Permittee and all participants shall abide by and observe all rules and regulations pertaining to the use and occupancy of the Greater Rochester International Airport. Permittee will be held responsible for all participants' actions while at the Greater Rochester International Airport.

5. The Permittee shall pay the Authority the sum of \$ 25.00 for the use of the Property, and a further deposit of \$ N/A to secure the Authority for any loss due to damage to the premises by Permittee, its employees or agents as well as any person in attendance in the International Arrivals Hall. The deposit shall be refunded after satisfactory inspection by the Authority.

SEND CHECK & PERMIT to: Monroe County Airport Authority  
1200 Brooks Avenue  
Rochester, New York 14624

\*PLEASE INCLUDE SLEEPOVER DATE ON MEMO LINE

6. The Permittee agrees that it will not assign, transfer, convey, sublet or otherwise dispose of this Permit or its rights, title or interests therein.
7. The Permittee covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor, and that it, its employees, or agents will neither hold themselves out as employees nor agents of Monroe County or the Monroe County Airport Authority. Permittee agrees to leave the Property in the same condition as when Permittee entered the Property.
8. Permittee will reimburse Authority for any damage to the Property that occurred during the Girl/Boy Scout Sleepover.

The Permittee and all participants by participating in the Girl/Boy Scout Sleepover at the Greater Rochester International Airport, do so at their own risk. The participants assume all responsibility for, and all risk of bodily injury, death or property damage that may occur to them as a participant in the program/event. Monroe County shall not be liable for any injuries or damages sustained by a participant. All participants fully and forever release and discharge Monroe County from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of their participation in the program/event.

9. Permittee hereby agrees to indemnify, defend and save harmless Monroe County and the Monroe County Airport Authority against any and all liability, loss, damage, detriment, suit, claims, demand, cost, charge, attorney's fees, and expenses of whatever kind or nature which Monroe County and/or the Monroe County Airport Authority may directly or indirectly incur, suffer, or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of the Permit, where such loss or expense is incurred directly or indirectly by Monroe County or the Monroe County Airport Authority, or its employees, subcontractors, or agents as a result of an act or omission, breach or fault of the Permittee, its employees, agents or subcontractor. If a claim or action is made or brought against Monroe County or the Monroe County Airport Authority, and for which the Permittee may be responsible hereunder in whole or part, the Permittee shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which it is responsible as a result of this provision.

10. The following clause is: \_\_\_X\_\_\_ applicable \_\_\_\_\_not applicable. The Permittee will, at its own expense, procure and maintain a policy or policies of insurance during the period of time for such use for general liability insurance (including without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000; aggregate limits of liability in the amount of \$2,000,000. The insurance shall provide for and name both policies of insurance and shall be issued by companies in good financial standing, duly and fully qualified and licensed to do business in New York and otherwise acceptable to the Authority. Original certificates evidencing such coverage shall be delivered to the Authority upon final execution of the Agreement and name Monroe County and the Monroe County Airport Authority as additional insureds.
11. The Authority reserves the right at any time, to cancel the permit herein granted due to conditions and circumstances beyond its control as well as other unforeseen circumstances which the Authority, in its absolute discretion, may deem in its best interest to avoid.
12. The Permittee agrees that in carrying out its activities under the terms of this Agreement that it shall not discriminate against any person due to such person's race, color, creed, sex, disability, marital status or national origin or military service, and that at all times it will abide by the applicable provisions of the Human Rights Law of New York as set forth in Section 290-301 of the Executive Law of the State of New York.
13. Any notice or demand which either party may or must give to the other hereunder shall be in writing and delivered personally, or sent by Certified or Registered Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier service and if to Authority, addressed to:

Director of Aviation  
Greater Rochester International Airport  
1200 Brooks Avenue  
Rochester, New York 14624

And, if to Permittee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Permit.

**PERMITOR:  
MONROE COUNTY AIRPORT AUTHORITY**

By: \_\_\_\_\_

Michael A. Giardino  
Administrative Director

**PERMITEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Federal I.D. No./Social Security No.

STATE OF NEW YORK)  
COUNTY OF MONROE) SS.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared Michael A. Giardino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Signature of Notary and Stamp

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_) SS.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Signature of Notary and Stamp

**ATTACHMENT B**

**Insurance Certificate(s)**  
[to be provided by Permittee]